



# CITY OF HOLLYWOOD, FLORIDA

## PROCUREMENT SERVICES DIVISION

### Piggybacking Request Form

(Use for purchase(s) over \$15,000, when piggybacking off other contracts)

Date: January 18, 2018

Department/Office: Public Works

Division/Area: Fleet Maintenance

Contact Person: Joel Wall / Sylvia Glazer

Title: Fleet Coordinator / Public Works Director

Phone: 954.967.4555 / 954.967.4526

Email: [jwall@hollywoodfl.org](mailto:jwall@hollywoodfl.org) /  
[sglazer@hollywoodfl.org](mailto:sglazer@hollywoodfl.org)

1. Requested Vendor: Enterprise FM Trust

Vendor Number: 5542/11

Address: PO Box 800089 Kansas City, MO 64780-0089

Contact Person: Daniel Pacheco

Title: Account Manager & Fleet Consultant

Phone: 954-354-5155

Email: [daniel.a.pacheco@efleets.com](mailto:daniel.a.pacheco@efleets.com)

2. Contract title requesting to piggyback: RFP #15-1301-02R Purchase/Lease/Finance Municipal Utility Vehicles

Awarding Agency: City of Lauderdale Lakes

Contract Expiration Date: June, 2018

Copy of Contract and Awarding Agency documentation is attached.

☒ Yes ☐ No

3. Product/Service being requested (be specific): Open End Vehicle Lease for two 7 month terms, for 32 GMC Sierra 4x2 Pick-up Trucks to be operated in increments of 16 at a time and swapped out at 7 months.

4. Detailed description of the products/services function and purpose: Leasing pick-up trucks for Code Compliance to renew the existing Lease contract for two 7 month periods..

*Procurement Service Division use only*

Requisition # R \_\_\_\_\_  
BPO \_\_\_\_\_  
(As Applicable)

Purchase Order # P \_\_\_\_\_  
(As Applicable)

Blanket Purchase Order # \_\_\_\_\_  
(As Applicable)

5. Please explain what process the Department/Office took to verify and/or identify this contract:  
Vendor identified the competitively procured contract.

6. Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product/service?

☐ Yes ☒ No

Please explain: Not aware of other open end lease contracts available with these terms.

7. Total cost of the requested product/service. \$439.94 ea. vehicle/month

8. Total estimated annual (fiscal year) cost of requested product/service. \$439.94 x 32 vehicles x 7 months = \$98,546.56

Account Number # 01.1112.00143.539.004005 *JK 1/22/18*

9. Is this product/service covered by a warranty? ☒ Yes ☐ No

If yes, please attach a copy of the warranty details.

10. Would this purchase(s) result in the potential of future purchases for related products/services being restricted to a particular vendor or create a specific vendor as sole source provider for related items?

☐ Yes ☒ No

If yes, please describe the related products/services and estimated cost(s.) \_\_\_\_\_

11. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase?

☐ Yes ☒ No

If yes, please attach a draft maintenance plan which includes cost estimates and funding source(s.) \_\_\_\_\_

12. Is this a grant related purchase? ☐ Yes ☒ No

If yes, please provide details (timeline, expiration dates, milestones, special procurement requirements, etc.)

Will this require matching funds? ☐ Yes ☐ No

What is the grant source? N/A

What is the grant (dollar) amount? N/A

13. Please complete an advanced search of the vendor recommended for award on the Federal Government's Excluded Parties List System at [www.epls.gov](http://www.epls.gov).

Date of Advanced Search \_\_\_\_\_

Company Name(s) Searched \_\_\_\_\_

Search Results \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Procurement Service Division use only

Requisition # R \_\_\_\_\_  
BPO \_\_\_\_\_  
(As Applicable)

Purchase Order # P \_\_\_\_\_  
(As Applicable)

Blanket Purchase Order # \_\_\_\_\_  
(As Applicable)

**REQUESTING DEPARTMENT RECOMMENDATION**

**Note: By signing and returning this form, you are verifying and acknowledging that you have reviewed all portions (scope, terms, conditions, pricing, etc.) of the requested contract and recommend its approval based on the contract complying with the City of Hollywood's scope and pricing requirements and to the best of your knowledge the contract does not violate any applicable policy, statute, governing rule or regulation.**

  
Contact Person's Signature

1/22/18  
Date

  
Supervisor's Signature

1/22/18  
Date

  
Director's Signature

1-23-18  
Date

**APPROVAL (Procurement Service Division Use Only)**

Verified By:		Date	
Approved By:		Date	

Procurement Service Division use only

Requisition # R \_\_\_\_\_  
BPO \_\_\_\_\_  
(As Applicable)

Purchase Order # P \_\_\_\_\_  
(As Applicable)

Blanket Purchase Order # \_\_\_\_\_  
(As Applicable)



# Open-End (Equity) Lease Rate Quote

Quote No: 3762596

Prepared For: City of Hollywood-Code Compliance  
Wall, Joel

Date 01/17/2018  
AE/AM BAF/DP6

Unit # 22NJMT

Year 2018 Make GMC Model Sierra 1500

Series Base 4x2 Double Cab 6.6 ft. box 143.5 in. WB

Vehicle Order Type Ordered Term 12 State FL Customer# 573979

\$ 21,602.80	Capitalized Price of Vehicle <sup>1</sup>
\$ 0.00 *	Sales Tax 0.0000% State FL
\$ 0.00 *	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 275.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive( Taxable Incentive Total : \$0.00 )

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

## Order Information

<b>Driver Name</b>	
<b>Exterior Color</b>	Summit White
<b>Interior Color</b>	Dark Ash/Jet Black
<b>Lic. Plate Type</b>	Government
<b>GVWR</b>	0

\$ 21,877.80	Total Capitalized Amount (Delivered Price)
\$ 295.35	Depreciation Reserve @ 1.3500%
\$ 119.59	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) <sup>2</sup>

**\$ 414.94 Total Monthly Rental Excluding Additional Services**

## Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit \$0.00

\$ 0.00	Physical Damage Management
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\$ 25.00	Full Maintenance Program <sup>3</sup> Contract Miles 25,000
	Incl: # Brake Sets (1 set = 1 Axle) 0

Comp/Coll Deductible 0 / 0

OverMileage Charge \$ 0.0000 Per Mile

# Tires 0

Loaner Vehicle Not Included

\$ 25.00	<b>Additional Services SubTotal</b>
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\$ 0.00	Sales Tax 6.0000%
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State FL

**\$ 439.94 Total Monthly Rental Including Additional Services**

\$ 18,333.60	Reduced Book Value at 12 Months
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\$ 495.00	Service Charge Due at Lease Termination
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Quote based on estimated annual mileage of 25,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

## Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

## ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.

Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

**LESSEE** City of Hollywood-Code Compliance

<b>BY</b>	<b>TITLE</b>	<b>DATE</b>
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\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

<sup>2</sup> Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

<sup>3</sup> The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



## Open-End (Equity) Lease Rate Quote

Quote No: 3740942

### Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Bedliner installed LPO	C	\$ 0.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 0.00
Aftermarket Equipment Total		\$ 0.00

### Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 150.00
Courtesy Delivery Fee	C	\$ 125.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 275.00
Other Charges Total		\$ 275.00



# Open-End (Equity) Lease Rate Quote

Quote No: 3762596

## VEHICLE INFORMATION:

2018 GMC Sierra 1500 Base 4x2 Double Cab 6.6 ft. box 143.5 in. WB - US

Series ID: TC15753

### Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 31,448.15	\$ 32,930.00
Total Options	\$ 650.65	\$ 715.00
Destination Charge	\$ 1,295.00	\$ 1,295.00
<b>Total Price</b>	<b>\$ 33,393.80</b>	<b>\$ 34,940.00</b>

## SELECTED COLOR:

Exterior: GAZ - Summit White  
Interior: H2Q - Dark Ash/Jet Black

## SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1SA	Preferred Equipment Group 1SA	NC	NC
A91	Remote Locking Tailgate	Included	Included
AE7	40/20/40 Front Split Bench Seat	Included	Included
AKP	Solar Absorbing Tinted Glass	Included	Included
AM7	3-Passenger Full-Width Folding Rear Bench Seat	Included	Included
AQQ	Remote Keyless Entry	Included	Included
BG9	Graphite-Colored Rubberized-Vinyl Floor Covering	Included	Included
C5H	GVWR: 6,900 lbs (3,130 kgs)	STD	STD
C67	Single-Zone Air Conditioning	Included	Included
DL8	Black Power Adjustable Heated Outside Mirrors	Included	Included
FHS	E85 FlexFuel Capable	Included	Included
GAZ_01	Summit White	NC	NC
GU5	3.23 Rear Axle Ratio	Included	Included
H2Q_02	Dark Ash/Jet Black	NC	NC
IOB	Radio: AM/FM/GMC Infotainment System	STD	STD
KG4	150 Amp Alternator	Included	Included
LUMBAR	Fixed Lumbar	Included	Included
LV3	Engine: 4.3L EcoTec3 V6 FlexFuel	Included	Included
MYC	Transmission: Electronic 6-Speed Automatic w/OD	STD	STD
PCR	Sierra Fleet Convenience Package	\$ 327.60	\$ 360.00
RBZ	Tires: P255/70R17 AS BW	STD	STD
RD6	Wheels: 17" x 8" Painted Steel	Included	Included
STDSU	Heavy Duty Suspension	STD	STD
UDC	3.5" Diagonal Monochromatic Display D.I.C.	Included	Included
UQ3	6-Speaker Audio System	Included	Included
VINYL	Vinyl Seat Trim	NC	NC
VZX	Bed Liner (LPO)	\$ 323.05	\$ 355.00
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
ZBZ	P255/70R17 AS BW Spare Tire	Included	Included
ZY1	Solid Paint	STD	STD

## **CONFIGURED FEATURES:**

### **Body Exterior Features:**

Number Of Doors: 4  
Rear Cargo Door Type: tailgate  
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors  
Convex Driver Mirror: convex driver and passenger mirror  
Door Handles: black  
Front And Rear Bumpers: chrome front and rear bumpers with body-coloured rub strip  
Rear Step Bumper: rear step bumper  
Front Bumper Insert: coloured front bumper insert  
Bed Liner: bed liner  
Box Style: regular  
Body Material: galvanized steel/aluminum body material  
Fender Flares: black fender flares  
Grille: black w/chrome surround grille

### **Convenience Features:**

Air Conditioning: manual air conditioning  
Cruise Control: cruise control with steering wheel controls  
Power Windows: power windows with front and rear 1-touch down  
Remote Keyless Entry: keyfob (all doors) remote keyless entry  
Illuminated Entry: illuminated entry  
Auto Locking: auto-locking doors  
Trunk FOB Controls: keyfob trunk/hatch/door release  
Steering Wheel: steering wheel with manual tilting  
Day-Night Rearview Mirror: day-night rearview mirror  
Front Cupholder: front and rear cupholders  
Overhead Console: mini overhead console  
Glove Box: locking glove box  
Driver Door Bin: driver and passenger door bins  
Rear Door Bins: rear door bins  
IP Storage: covered bin instrument-panel storage  
Driver Footrest: driver's footrest  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 2 12V DC power outlets

### **Entertainment Features:**

radio AM/FM/Satellite-prep with seek-scan  
Radio Data System: radio data system  
Voice Activated Radio: voice activated radio  
Speakers: 6 speakers  
1st Row LCD: 1 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: fixed antenna

### **Lighting, Visibility and Instrumentation Features:**

Headlamp Type: delay-off projector beam high intensity low/high beam headlamps  
Cab Clearance Lights: cargo bed light  
Front Wipers: variable intermittent wipers  
Tinted Windows: light-tinted windows  
Dome Light: dome light with fade  
Front Reading Lights: front and rear reading lights  
Variable IP Lighting: variable instrument panel lighting  
Display Type: analog display  
Tachometer: tachometer  
Voltmeter: voltmeter  
Low Tire Pressure Warning: tire specific low-tire-pressure warning  
Trip Computer: trip computer  
Trip Odometer: trip odometer  
Oil Pressure Gauge: oil pressure gauge  
Water Temp Gauge: water temp. gauge  
Engine Hour Meter: engine hour meter  
Clock: in-radio display clock  
Systems Monitor: systems monitor



Rear Vision Camera: rear vision camera  
Oil Pressure Warning: oil-pressure warning  
Water Temp Warning: water-temp. warning  
Battery Warning: battery warning  
Low Oil Level Warning: low-oil-level warning  
Low Coolant Warning: low-coolant warning  
Lights On Warning: lights-on warning  
Key in Ignition Warning: key-in-ignition warning  
Low Fuel Warning: low-fuel warning  
Low Washer Fluid Warning: low-washer-fluid warning  
Door Ajar Warning: door-ajar warning  
Brake Fluid Warning: brake-fluid warning  
Turn Signal On Warning: turn-signal-on warning  
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

**Safety And Security:**

ABS four-wheel ABS brakes  
Number of ABS Channels: 4 ABS channels  
Brake Assistance: brake assist  
Brake Type: DuraLife four-wheel disc brakes  
Vented Disc Brakes: front and rear ventilated disc brakes  
Daytime Running Lights: daytime running lights  
Spare Tire Type: full-size spare tire  
Spare Tire Mount: underbody mounted spare tire w/crankdown  
Driver Front Impact Airbag: driver and passenger front-impact airbags  
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
Overhead Airbag: curtain 1st and 2nd row overhead airbag  
Occupancy Sensor: front passenger airbag occupancy sensor  
Height Adjustable Seatbelts: height adjustable front seatbelts  
Seatbelt Pretensioners: front seatbelt pre-tensioners  
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt  
Side Impact Bars: side-impact bars  
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks  
Rear Child Safety Locks: rear child safety locks  
Ignition Disable: PASS-Key III+ Immobilizer  
Panic Alarm: panic alarm  
Electronic Stability: StabiliTrak w/Proactive Roll Avoidance electronic stability stability control with anti-roll  
Traction Control: ABS and driveline traction control  
Front and Rear Headrests: manual adjustable front head restraints  
Rear Headrest Control: 2 rear head restraints

**Seats And Trim:**

Seating Capacity max. seating capacity of 6  
Front Bucket Seats: front split-bench 40-20-40 seats  
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments  
Reclining Driver Seat: manual reclining driver and passenger seats  
Driver Lumbar: manual driver and passenger lumbar support  
Driver Fore/Aft: manual driver and passenger fore/aft adjustment  
Front Centre Armrest Storage: front centre armrest with storage  
Rear Seat Type: rear full bench seat  
Rear Folding Position: rear seat fold-up cushion  
Leather Upholstery: vinyl front and rear seat upholstery  
Headliner Material: full cloth headliner  
Floor Covering: full vinyl/rubber floor covering  
Cabbage Insulator: cabbage insulator  
Shift Knob Trim: urethane shift knob

**Standard Engine:**

Engine 285-hp, 4.3-liter V-6 (regular gas)

**Standard Transmission:**

Transmission 6-speed automatic w/ OD and auto-manual



## MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this 26th day of June, 2015, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

**1. LEASE OF VEHICLES:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

**2. TERM:** The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

### 3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

**4. USE AND SURRENDER OF VEHICLES:** Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.



5. **COSTS, EXPENSES, FEES AND CHARGES:** Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. **LICENSE AND CHARGES:** Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. **REGISTRATION PLATES, ETC.:** Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. **MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:**

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. **SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:**

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. **RISK OF LOSS:** Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. **INSURANCE:**

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$5,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).



If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

**12. INDEMNITY:** To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

**13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS:** Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

**14. DEFAULT; REMEDIES:** The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights



under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

**15. ASSIGNMENTS:** Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

**16. MISCELLANEOUS:** This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

**17. SUCCESSORS AND ASSIGNS; GOVERNING LAW:** Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

**18. NON-PETITION:** Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

**19. NON-APPROPRIATION:** Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: City of Lauderdale Lakes

LESSOR: Enterprise FM Trust

By: Enterprise Fleet Management, Inc., its attorney in fact



By: Danny A. Holmes  
Title: Acting City Manager

By: Brett Frazee  
Title: Vice President

Address: 4300 NW 36th Street  
Lauderdale Lakes, FL 33319

Address: 5105 Johnson Road  
Coconut Creek, FL 33073

Date Signed: June 26, 2015

Date Signed: 6/26/15

Initials: EFM  Cust 



AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this 26th day of June, 2015 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the 26th day of June, 2015 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Lauderdale Lakes ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

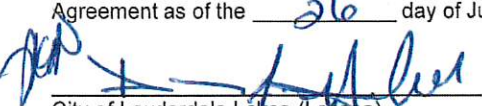
INDEMNITY: To the extent permitted by Florida law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee as set forth in Section 768.28 of the Florida Statutes and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to Florida law.

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

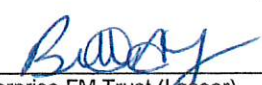
NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the Florida State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the State of Florida to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the City of Lauderdale Lakes fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, the parties agree that Lessor may recover the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the 26 day of June, 2015.

  
City of Lauderdale Lakes (Lessee)

By Danny A. Holmes  
Title: Acting City Manager

  
Enterprise FM Trust (Lessor)  
By: Enterprise Fleet Management, Inc., its attorney in fact

By Brett Frazee  
Title: Vice President

**SELF -INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT  
(Physical Damage and Liability)**

This Addendum is made to the Master Equity Lease Agreement dated the 26th day of June, 2015, as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee shall be permitted to assume and self-insure the risks set forth in Section 11 of the Agreement and shall not be required to purchase or maintain any insurance policy of any kind with respect to any Vehicle; provided, however, that if any Federal, state, local or other law, statute, rule, regulation or ordinance requires Lessee to maintain any amount of insurance with respect to any Vehicle, Lessee shall purchase and maintain such amount of Insurance in the form of an insurance policy which complies in all respects, other than the amount of insurance required, with Section 11 of the Agreement.

Notwithstanding the foregoing, if (1) Lessor, at any time in its good faith judgment, is not satisfied with the condition, prospects or performances, financial or otherwise, of Lessee or (2) any default or event of default occurs under the Agreement, then Lessor may, at its option, revoke this Addendum and terminate Lessee's right to self-insure by providing Lessee with at least thirty (30) days prior written notice thereof. Upon the termination of Lessee's right to self-insure, Lessee shall comply in all respects with Section 11 of the Agreement.

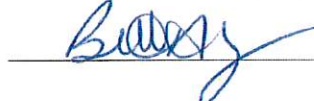
Except as amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control.

LESSEE: City of Lauderdale Lakes

LESSOR: Enterprise FM Trust  
By: Enterprise Fleet Management, Inc., its attorney in fact



By: Danny A. Holmes  
Title: Acting City Manager



By: Brett Frazee  
Title: Vice President

Date Signed: June 26, 2015

Date Signed: 6/26/15



## MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this 26th day of June, 2015, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and City of Lauderdale Lakes ("Lessee").

### WITNESSETH

1. **LEASE.** Reference is hereby made to that certain Master Equity Lease Agreement dated as of the twelfth day of May, 2015, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.
2. **COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").
3. **TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.
4. **VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.
5. **ENTERPRISE CARDS.** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.
6. **PAYMENT TERMS.** The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.
7. **NO WARRANTIES.** Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.



8. **LESSOR NOT A PARTY.** Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. **NOTICES.** Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. **MISCELLANEOUS.** This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: City of Lauderdale Lakes

EFM: Enterprise Fleet Management, Inc.



By: Danny A. Holmes  
Title: Acting City Manager

By: Brett Frazee  
Title: Vice President

Address: 4300 NW 36th Street  
Lauderdale Lakes, FL 33319

Address: 5105 Johnson Road  
Coconut Creek, FL 33073

Attention: Manny Diez, Public Works Director

Attention: \_\_\_\_\_

Facsimile No.: 954-733-4220

Facsimile No.: \_\_\_\_\_

Date Signed: June 26, 2015

Date Signed: 6/26/15



# City of Lauderdale Lakes Fleet Menu Pricing

## Financed Vehicles: Open-End (Equity) Lease

Chassis Specification	Class	Year	Make & Model	Description	4 X 4	Engine Size	Enterprise Delivered Price Including AVE	Monthly Payment			Annual Payment			Quantity	Initial
								Lease Payment	Lease Payment Applying \$1,428.57	Full Maintenance	Lease Payment	Lease Payment Applying \$1,428.57	Full Maintenance		
1.2	Compact Pick-up Truck	2016	Nissan Frontier	4x2 King Cab 6 ft. box		4 Cyl	\$19,898.63	\$310.25	\$289.44	\$26.80	\$3,723.00	\$3,473.28	\$321.60	2	MA
1.3	1/2 Ton Pick-up Truck	2015	Chevy Silverado 1500	WT		V8	\$23,616.24	\$365.06	\$348.25	\$27.79	\$4,426.72	\$4,179.00	\$333.48	1	MA
1.4	1/2 Ton Pick-up Truck	2015	Chevy Silverado 1500	WT		V6	\$21,394.24	\$357.48	\$316.87	\$27.79	\$4,408.76	\$3,626.44	\$333.48	1	MA
1.5	1 Ton Pass Van	2015	Ford Transit 350* STOCK	XL w/Sliding Pass-Side Cargo Door High Roof HD Extended-Length Wagon		*V6 (Available only in V6 or Diesel)	\$38,365.50	\$604.80	\$546.48	\$26.34	\$7,257.50	\$6,557.76	\$316.08	1	MA
1.6	3/4 Ton Cargo Van	2015	Ford Transit 250* STOCK	Base Low Roof Cargo Van 148" WB		*V6 (Available only in V6 or Diesel)	\$28,935.72	\$458.57	\$437.75	\$26.52	\$5,502.84	\$5,253.00	\$318.24	1	MA
2.2	Compact SUV	2016	Nissan Rogue Select	S 4dr Front-wheel Drive		4 Cyl	\$19,482.02	\$307.53	\$287.11	\$26.80	\$3,695.16	\$3,445.32	\$321.60	7	MA

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

All Lease Payments based on 125% Depreciation which leaves a 25% book value at term, 60-month Term, and \$0 money down. Fixed Maintenance rates include ALL Vehicle Maintenance (inclusive of ALL preventative maintenance, major/unscheduled repair items). Including (1) sets of brakes per 25,000 miles and (0) tires, these are the only quantified components of the program.

ALL TAX (if applicable) AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

LESSEE City of Lauderdale Lakes

BY: [Signature] TITLE: Acting city Manager DATE: June 26, 2015



## Termination Value Schedule A

Refer to paragraph 3b of the Terms and Conditions of the lease for the use of this schedule which describes certain other charges that may be added to the Termination Value. For months beyond the original term the Termination Value will decrease by the amount of the "Monthly Fixed Charge".

**Customer Name** City of Hollywood-Code Compliance

**UNIT NO.** 22NJMT

**Monthly Rent** \$414.94

**Fixed Charge:** \$295.35

**Contract Date:**

**Term** 12

**Lease Charge:** \$119.59

**Capitalized Price:** \$21,877.80

Month	Date	Termination Value	RBV
1		\$21,684.10	\$21,582.45
2		\$21,471.27	\$21,287.10
3		\$21,240.50	\$20,991.75
4		\$20,990.59	\$20,696.40
5		\$20,722.75	\$20,401.05
6		\$20,436.96	\$20,105.70
7		\$20,132.05	\$19,810.35
8		\$19,809.19	\$19,515.00
9		\$19,468.40	\$19,219.65
10		\$19,108.47	\$18,924.30
11		\$18,730.60	\$18,628.95
12		\$18,333.60	\$18,333.60

# **REQUEST FOR PROPOSALS**



## **PURCHASE/ LEASE/ FINANCE MUNICIPAL UTILITY VEHICLES**

**RFP# 15-1301-02R**

**CITY OF LAUDERDALE LAKES  
DEPARTMENT OF FINANCIAL SERVICES  
4300 N W 36<sup>TH</sup> STREET  
LAUDERDALE LAKES, FLORIDA 33319-5599  
(954) 535-2828**





### 3.2 Procurement

Currently, the CITY requires the vehicles shown in Table 1 below that satisfy the purchase specifications provided herein. The CITY currently has the funds available to purchase those vehicles identified in Table 1 as a Cash purchase. The balance of the vehicles will be procured via the financing option proposed by the selected vendor. The CITY will apply and pay for new tags for all vehicles procured as part of this contract.

**Table 1 Vehicle Requirements**

The table below identifies the current vehicle needs of the CITY.

LAUDERDALE LAKES 2014 VEHICLE ACQUISITION						
YR	Qty	Description	Chassis Spec.	Body Spec.	Cash	Financing
1	1	15,000 # CAB & CHASSIS 4X4 DUMP BOX TRUCK	1.1	C	X	
1	2	COMPACT EXTENDED CAB PICKUP TRUCK - 4X2	1.2			X
1	1	1/2 TON PICKUP TRUCK - 4X2 – LONG BED	1.3			X
1	1	1/2 TON PICKUP TRUCK - 4X2 – STANDARD BED	1.4			X
1	1	15 PASSENGER VAN	1.5			X
1	1	UTILITY CARGO VAN	1.6			X
1	2	3/4 TON PICKUP TRUCK - 4X4	1.7		X	
1	2	ELECTRIC ADMINISTRATIVE VEHICLE	1.8		X	
2	2	COMPACT 4-DOOR ADMINISTRATIVE VEHICLES	2.1			X
2	1	SMALL SIZE 4-DOOR UTILITY VEHICLES - 4X2	2.2			X
2	1	30,000 # CAB & CHASSIS FLAT BED DUMP	2.3	D	X	
3	1	30,000 # CAB & CHASSIS FORESTRY BUCKET TRUCK	2.3	E	X	
3	2	SMALL SIZE 4-DOOR UTILITY VEHICLES - 4X2	2.2			X

Each vehicle shall be equipped as described in the specifications and with certain options and add-ons as described herein and in **Attachment 1- Purchase Specifications**.

### 3.3 Trade-in

The CITY has several vehicles to offer as trade-ins for the Financed vehicles shown in Table 2 below. A detailed description of the vehicles, along with pertinent data and photographs is contained in **Attachment 2- Trade-in Descriptions**. A lump-sum credit for the aggregate value of the trade-in vehicles will be applied toward the replacement vehicles being financed.

**Table 2 Trade-ins**

The table below identifies the vehicles to be traded in. See **Attachment 2** for more details. The vehicles will be turned over to the Vendor along with the assigned title. CITY tags will be removed from the vehicles and retained by the CITY.

LAUDERDALE LAKES 2014 VEHICLE TRADE-INS						
No	Make/Model	Body/Trim	Model Year	Fuel Type	Drive	Yr
9114	Ford F-Series	12ft Dump Box	1997	Diesel	2WD	1
8207	Chevy Pickup 1500		1998	Gas	2WD	1
9226	Dodge Ram Pickup		2001	Gas	2WD	1
9227	Chevy Crew Cab 3500		2000	Gas	2WD	1
8241	Chevy 1500 Pickup		1998	Gas	2WD	1
9265	Dodge Dually Pickup		2001	Gas	2WD	1
8209	Chevy 15 Passenger Van		1999	Gas	2WD	1
9243	Dodge Durango		2002	Gas	4WD	1
9217	Chevy Cargo Van		1998	Gas	2WD	1
9208	Ford Taurus		1998	Gas	2WD	2
6246	Dodge Durango		2002	Gas	2WD	2
9244	Dodge Durango		2003	Gas	4WD	2
9148	International	12ft Flat Dump	2002	Diesel	2WD	2
9150	Sterling Tandem	14CY Const Dump	2002	Diesel	2WD	3
4200	Dodge Durango		2002	Gas	2WD	3
9200	Dodge Durango		2003	Gas	2WD	3

NOTE: Proposers may inspect the trade-in vehicles during the entire bid cycle between the hours of 8:00 AM and 4:00 PM. Proposers may contact the Public Works Department at (954) 535- 2815 to make an appointment. The Fleet Superintendent's direct number is (954) 535-2758. The vehicles are stored at 3463 NW 43<sup>rd</sup> Avenue (the yard is behind Fire Station 37)

### 3.4 Vehicle Maintenance

The Proposer will include in the cost of the purchase a comprehensive "bumper-to-bumper" warranty which only excludes the wear items tires, wiper blades and brake pads. This warranty will extend for six years or 36,000 miles, whichever comes first.

The Proposer will include in the monthly Finance price a comprehensive "bumper-to-bumper" warranty which only excludes the wear items tires, wiper blades and brake pads. This warranty will extend for six years or 36,000 miles, whichever comes first.



In addition, the Proposer will include in the monthly Finance price the cost to perform all scheduled maintenance on the vehicle for a period of six years as well as recalls, warranty and non-warranty repairs. The maintenance schedule shall be in accordance with the recommended maintenance by the manufacturer.

Consideration will be given by the CITY for the location of the maintenance facility specified by the Proposer.

#### 4.0 LEASING TERMS AND CONDITIONS

##### 4.1 General Requirements:

The CITY is requiring all Vendors to use the following lease parameters for evaluation purposes. Upon award, the CITY will negotiate with the successful Vendor the appropriate lease parameters the CITY deems necessary for each individual vehicle leased.

4.1.1 The following represents the CITY's requirements for a lease:

- 60 month Closed-Ended Lease with 50k miles
- Provide all terms and conditions of the lease contract
- List all applicable fees and charges

##### 4.2 Lease Termination:

Vendor must supply End of Term Balance and the Estimated Resale Value within 30 days of the termination of any lease.

##### 4.3 Vehicle Disposal:

Vendor will be responsible for the disposal of all leased vehicles. Vehicles will be sold within 90 days of consignment to the Vendor. Vendor will supply CITY with at least two of the highest bids for the vehicles within 30 days after vehicle is returned by CITY.

##### 4.4 Reconciliation:

Vehicle sales proceeds received by the Vendor will be used to reconcile the remaining Reduced Book Value and any other charges remaining on the lease. Any proceeds remaining after the lease is reconciled will be returned to the CITY. Any deficits remaining will be paid by the CITY.

##### 4.5 Lease Extension:

In the case of 36 and 48-month leases, the CITY, at its discretion, may desire to extend the lease term for an additional period of time that mutually agreeable to the CITY and the Vendor. In no case will the total lease term exceed 60 months. Requests for extension of a lease will be submitted 30 days prior to the expiration of lease termination. Vendor will make adjustments, if any, to the lease payments, and will re-submit the Reduced Book Value for the end of the new lease term.





4.6 Lease Cost:

Pricing will remain fixed and firm for the duration of the contract period and for the length of any lease entered into during the contract period. The lease payment will include all costs which will be itemized on the payment invoice.

4.7 Vehicle Damage

4.7.1 Definitions:

At a minimum, the following definitions will apply to this contract.

**4.7.1.1 Normal wear and tear** is defined as dents, dings, paint chips, or scratches three inches (3") or less in size, pitted (but not cracked) windshields, and interior wear such as soiled carpets and seats normally incurred by a motor vehicle used in both rural and metropolitan areas over a period of 36 to 60 months.

**4.7.1.2 Excess wear and tear** is defined as dents, dings, paint chips, or scratches more than three inches (3") in size, cracked or punctured bumpers, chipped or cracked windshields, interior holes, burns, rips, tears, or stains requiring heavy cleaning or replacement of fabric, interior damage such as gouged steering wheels or dashboards, missing equipment, and any exterior or interior damage attributable to collision.

**4.7.1.3 A Total Loss Vehicle** is defined as a vehicle that the estimated cost to repair the vehicle is equal to at least 80 percent of the retail market value of the vehicle prior to the damage as determined by using NADA Guides at [www.nadaguides.com](http://www.nadaguides.com).

**4.7.1.4** The CITY, at its discretion, may be willing to incorporate into the contract a more detailed catalog of damage descriptions and a schedule of damage allowances and charges. This catalog and the associated schedule(s) should be based on a common industry standard, such as the "General Motors Daily Rental Guaranteed Residual Program Turn- In Standards and Procedures."

4.8 Vehicle Damage Repair Due to Collisions:

4.8.1 The CITY will be responsible for repairing all vehicle damage due to collisions.

4.8.2 The Vendor, if they so choose, may supply a proposal for repairing vehicle collision damage. The cost of the damage will be covered by an insurance policy with comprehensive and collision coverage; in the event that the Vendor's repair proposal is lower than, or equal to, the insurance payout, the Vendor will be afforded the right to perform the repairs.

4.8.3 In cases where vehicle damage is caused by another party and that party selects the repair shop to have the vehicle repaired, the Vendor will be afforded the opportunity to inspect the vehicle before and after repairs are made so long as those inspections are conducted without unduly affecting the repair schedule.

4.8.4 The CITY will be responsible for the replacement of all cracked or damaged glass

Approved

RESOLUTION 2015-124

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH ENTERPRISE FM TRUST, A DELAWARE STATUTORY TRUST, FOR THE LEASE OF FIVE (5) VEHICLES AT AN AGGREGATE PRICE NOT TO EXCEED \$162,000.00, AN EXEMPLAR COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT E; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City's vehicle fleet is in need of replacement and, toward that end, the City has previously authorized the execution of thirteen (13) vehicle lease agreements, and

WHEREAS, the City has previously determined that it is appropriate to acquire five additional vehicles through a pre-funded capital lease program in connection with which the City will acquire 100% of the equity of each of such vehicles upon an initial payment, reserving the option to convert the acquisition to a traditional sale through transfer of vehicular title, and

WHEREAS, the City has determined that it is to its economic advantage to employ a pre-funded capital lease in order to maintain various governmental incentives and fleet maintenance rights, and

WHEREAS, three vehicles will be used in the Stormwater Division and funded through the Stormwater Fund, and

WHEREAS, two vehicles will be used in the Streets Division, and funded through the Transportation (Gas Tax) fund, and

WHEREAS, each vehicle is being acquired with a full bumper-to-bumper warranty, including full-scheduled maintenance program,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES, as follows:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

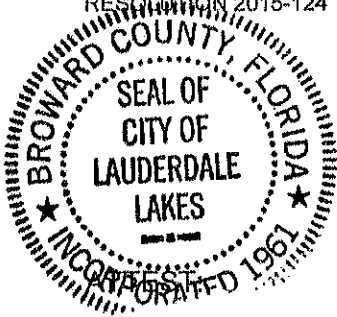
Section 2. AUTHORITY: The City Manager is hereby authorized and directed to execute four pre-funded capital lease agreements with Enterprise FM Trust, for the lease of five (5) vehicles at an aggregate price not to exceed \$ 162,000.00, an exemplar copy of which is attached hereto as **Exhibit E**.


Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to obtain three (3) fully executed copies of each of the final lease agreements, with one of each to be maintained by the City; with one of each to be delivered to Enterprise FM Trust, and with one of each to be directed to the Office of City Attorney.

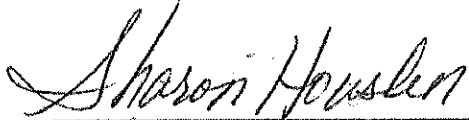
Section 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD OCTOBER 27, 2015.

[SIGNATURES ON THE NEXT PAGE]



  
BARRINGTON A. RUSSELL, SR., MAYOR



SHARON HOUSLIN, CITY CLERK

JCB:jla

Sponsored by: COMMISSIONER EILEEN RATHERY, Office of the Mayor and City Commission

**VOTE:**

Vice-Mayor Beverly Williams

☒ (For) ☐ (Against) ☐ (Other)

Commissioner Edwina Coleman

☒ (For) ☐ (Against) ☐ (Other)

Commissioner Gloria Lewis

☒ (For) ☐ (Against) ☐ (Other)

Commissioner Eileen Rathery

☒ (For) ☐ (Against) ☐ (Other)

Commissioner Patricia Williams

☒ (For) ☐ (Against) ☐ (Other)



# Open - End (Equity) Lease Schedule

Quote No:

Supplemental to and part of Master Equity Lease Agreement date:

**1. Lessee Name**

Address  
City  
ATTN  
Driver  
Address  
City

State FL

Delivery Date

Customer#

Postal Code

Alternate Driver

Garage County

State FL

Postal Code

**2. Lease Term**

Commencing on the delivery date of the vehicle and ending 12 months after the first full monthly rental payment date with an option to continue month-to-month for an unlimited period of time.

**3. Vehicle Description**

Year 2015 Make Chevrolet

Model

SeriesWork Van Rear-wheel Drive Cargo Van

License #

Unit #

Replacement Unit #

VIN#

**4. Monthly Rental and Other Payments Due**

**4A. Calculation of Monthly Rental**

\$24,958.15	Capitalized Price of Vehicle
\$0.00	Initial License Fee
\$0.00	License and Certain Other Charges
\$0.00	Other
\$0.00	Extended Mechanical Service Program
\$0.00	Less Gain Applied From Prior Unit
\$24,957.15	Less Capitalized Price Reduction
\$1.00	Total Capitalized Amount (Delivered Price)
\$0.01	Depreciation Reserve @1.00%
\$1.24	Monthly Lease Charge
<b>\$1.25</b>	<b>Total Monthly Rental Excluding Additional Services</b>

**INFORMATION ONLY**

**EXHIBIT E- VEHICLE ACQUISITION**

**Additional Services**

\$0.00	Full Maintenance <sup>1</sup>	Contract Miles	0	Overmileage Charge	\$0.0000 Per Mile
	Incl: # Brake Sets (1 Set = 1Axle)	0	# Tires	0	Loaner Vehicle Not Included
	Master Policy Enrollment Fees				
\$28.00	Physical Damage Management			Comp/Collision Deductible	1000/1000
\$85.00	Commercial Automobile Liability Enrollment				
	Liability Limit (Combined)	\$1,000,000.00			
\$114.25	Monthly Rental Sub-Total				
\$0.09	Use Tax	7.0000		State	FL
<b>\$114.34</b>	<b>Total Monthly Rental Including Additional Services</b>				

**4B. Initial Charges**

\$8.17	Pro-Rated Rental
\$114.34	First Month's Rental
\$0.00	Security Deposit
\$24,957.15	Capitalized Price Reduction
\$1,747.00	Sales Tax on Capitalized Price Reduction
\$0.00	Tax on Gain On Prior
\$156.00	License and Certain Other Charges
\$0.00	Extended Mechanical Service Program
\$0.00	Aftermarket Equipment
\$0.00	Other
<b>\$26,982.66</b>	<b>Total Initial Charges</b>

**4C. Service Charge**

**\$495.00 Service Charge Due at Lease Termination**

**4D. Reduced Book Value**

**\$ Reduced Book Value at Lease Termination**

Quote based on estimated annual mileage of 20,000

**Special Provisions**

As set forth in the Master Open - End (Equity) Lease Agreement, the terms and provisions contained in this schedule shall be conclusive and binding on Lessee unless Lessee objects in writing to the same within ten (10) days after the date of delivery of the vehicle.

Enterprise FM Trust, a Delaware statutory trust, is the owner of the vehicle covered by this Schedule. Enterprise FM Trust (not Enterprise Fleet Management) is and shall be deemed to be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. All rental and other payments owed by the Lessee with respect to such vehicle under the Master Open - End (Equity) Lease Agreement shall be paid to Enterprise Fleet Management in its capacity as the servicer for Enterprise FM Trust. All references in Sections 11(n) and 12 of the Master Open - End (Equity) Lease Agreement to the "Lessor" shall include any servicer(s) and/or other agent(s) for or of Enterprise FM Trust.

<sup>1</sup>The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



# Open - End (Equity) Lease Schedule

Quote No:

## Aftermarket Equipment Totals

Description	Billed or Capitalized	Price
Total Billed		\$0.00
Keyless Entry	C	\$199.00
Standard Bin Package - Factory Installed	C	\$1,500.00
Total Capitalized		\$1,699.00
Total		\$1,699.00

## Other Totals

Description	Billed or Capitalized	Price
Total Billed		\$0.00
Total Capitalized		\$0.00
Total		\$0.00